



296004

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

IN THE MATTER OF:

TRY-CHEM CORPORATION

U.S. EPA DOCKET NO.

ADMINISTRATIVE AGREEMENT  
RE: REIMBURSEMENT OF  
RESPONSE COSTS

This Agreement is made and entered into by the U.S. Environmental Protection Agency (EPA) and the parties listed in attachment I of this agreement (Settling Parties). The purpose of this Agreement is for EPA to recover response costs incurred at or in connection with the Try-Chem Site located in Milwaukee, Wisconsin and to resolve the liability of Settling Parties for such response costs. EPA is authorized to enter into this Agreement pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("CERCLA"), 42 U.S.C. Section 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA delegation No. 14-14-D (Sept. 13, 1987).

WHEREAS, EPA alleges that hazardous substances, pollutants, and/or contaminants, as defined in Sections 101(14) and 101(33) of CERCLA, as amended, 42 U.S.C. Sections 9601(14) and 9601(33), have been or are threatened to be released into the environment from the Site;

WHEREAS, EPA alleges that the Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9);

WHEREAS, EPA alleges that such releases or threatened releases required response action to be undertaken at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. Section 9604;

WHEREAS, EPA alleges that in performing this response action, response costs have been incurred at or in connection with the Site totalling \$287,810.59 as of January 31, 1991;

WHEREAS, EPA alleges that the Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at or in connection with the Site;

WHEREAS, the Regional Administrator of EPA, Region V, has determined that the total response costs incurred by the United States to date at or in connection with the Site do not exceed \$500,000, excluding interest, and that, based upon information currently available to EPA, total United States response costs at or in connection with the Site are not anticipated to exceed \$500,000, excluding interest, in the future, and

WHEREAS, EPA and the Settling Parties desire to settle certain claims arising from the Settling Parties alleged involvement with

the Site without litigation and without the admission or adjudication of any issue of fact or law;

NOW THEREFORE, EPA and the Settling Parties, in consideration of the promises herein, and intending to be legally bound hereby, agree as follows:

1. This Agreement shall be binding upon EPA and shall be binding upon the Settling Parties, their directors, officers, employees, agents, successors and assigns. Each signatory to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her. The Settling Parties agree to undertake all actions required by this Agreement. The Settling Parties consent to and will not contest or legally challenge the EPA's authority to enter into this Agreement or to implement or enforce its terms.
2. The Settling Parties agree to pay to the Hazardous Substance Superfund \$287,810.59 within thirty days of the effective date of this Agreement.
3. The payment shall be made by certified or cashier's check made payable to "U.S. EPA-Hazardous Substance Superfund." The check shall reference the Site and the Site number and shall be sent to:

EPA-REGION 5  
ATTN: SUPERFUND ACCOUNTING  
P.O. BOX 70753  
CHICAGO, IL 60673

4. The Settling Parties shall simultaneously send a copy of check to:

Steven Siegel (5CS-TUB-3)  
Assistant Regional Counsel  
U.S. EPA - Region V  
230 South Dearborn Street  
Chicago, Illinois 60604

5. In addition to any other remedies or sanctions available to EPA, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. Section 122(h)(3).
6. Subject to Paragraph 7 of this Agreement, upon payment of the amount specified in Paragraph 2 of this Agreement, EPA covenants not to sue or take any other civil or administrative action against the Settling Parties for any and all civil liability under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a), for reimbursement of response costs incurred at or in connection with the Site as of the date upon which EPA signs this agreement.
7. Nothing in this Agreement is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial,

civil or criminal, past or future, in law or in equity, which EPA may have against Settling Parties for:

- a) any liability as a result of failure to make the payments required by Paragraph 2 of this Agreement; or
- b) any matters not expressly included in paragraph 6, including, without limitation, any liability for injunctive relief at the Site, response costs incurred at the Site after the date upon which EPA signs this Agreement, or damages for injury to or loss or destruction of natural resources.

- 8. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA or any Settling Parties may have against any person, firm, corporation or other entity not a signatory to this Agreement.
- 9. The Settling Parties agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of the response activities undertaken at the Site, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of such response activities undertaken at the Site.
- 10. With regard to claims for contribution against Settling Parties for matters addressed in this Administrative

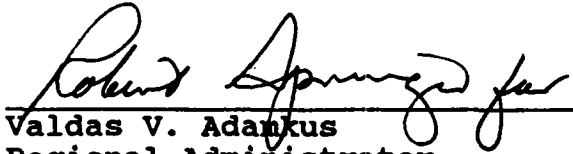
Agreement, the EPA and Settling Parties hereto agree that the Settling Parties are entitled, as of the effective date of this Agreement, to such protection from contribution actions or claims as provided in CERCLA Section 113(f)(2), 42 U.S.C. Section 9613(f)(2).

11. This Agreement shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. Section 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. Section 9622(i)(3), EPA may withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.
12. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Parties that the public comment period pursuant to Paragraph 11 of this Agreement has closed and that

comments received, if any, do not require modification of  
or EPA withdrawal from this Agreement.

IT IS SO AGREED:

By:

  
\_\_\_\_\_  
Valdas V. Adankus  
Regional Administrator  
U.S. Environmental Protection Agency  
Region V

  
\_\_\_\_\_  
Date

**ATTACHMENT I**  
**TRY-CHEM SITE**  
**LIST OF SETTLING PRPS**  
**(April 16, 1991)**

A.O. Smith Harvestore Products, Inc.  
Law Department - Asst. Genl. Counsel  
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11270 West Park Place  
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Milwaukee, WI 53224-0973  
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Cheri A. Gessner  
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F(414) 359-4198

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Law Department  
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Milwaukee, WI 53204  
Richard C. Steinmetz  
James Rosenow  
P(414) 382-3327  
P(414) 382-2000  
F(414) 382-3900

Aluminum Specialty Co.  
c/o The Mirro Co.  
1512 Washington Street  
Box 1330  
Manitowoc, WI 54221-1330  
Thomas E. Reed and copy to:  
P(414) 684-4421  
F(414) 684-1131

Dr. Peter Schultz  
Director of Environmental Affairs  
Newell Co.  
4000 Auburn Street  
Rockford, IL 61125-7018  
P(815) 961-2151  
F(815) 961-2106



**Amerequip Corporation**  
11033 North Towne Square Road 13W  
Mequon, WI 53092  
Richard H. Lytle  
P(414) 241-6160  
F(414) 241-6169

**American Hospital Supply**  
n/k/a Baxter Healthcare  
Baxter Healthcare Corp.  
One Baxter Parkway  
Deerfield, IL 60015  
Judith Helm DF3-2E  
P(708) 948-4930  
F(708) 948-3827  
See Schuyler, Roche & Zwirner

**AMF Harley Davidson Motor Company**  
3700 West Juneau Avenue  
P.O. Box 653  
Milwaukee, WI 53201  
Linda S. Drake  
P(414) 342-4680  
F(414) 935-4900

**Appleton Electric Co.**  
1701 W. Wellington Avenue  
Chicago, IL 60657  
P(312) 327-7200  
F(312) 975-6349

**Arps Corporation**  
1711 Wisconsin Avenue  
New Holstein, WI 53061  
Michael Festge

**Bolens, Inc.**  
901 Sunset Road  
Port Washington, WI 53074  
Bob Gustafson  
P(414) 284-5521  
F(414) 284-6142

**Briggs & Stratton Corp.**  
12301 West Wirth Street  
Wauwatosa, WI 53222-2110  
Tom Rutkowski  
P(414) 259-5333  
F(414) 259-5772

Caterpillar Inc.  
100 N.E. Adams Street  
Peoria, IL 61629  
Estella Vallejo  
P(309) 675-4620  
F(309) 675-6620

Chilton Metal Products Division  
c/o Western Industries, Inc.  
300 Breed Street  
Chilton, WI 53014  
P(414) 849-2381  
F(414) 849-4947

Cutler Hammer  
c/o Eaton Corp., Eaton Center  
1111 Superior Avenue  
Cleveland, OH 44114-2584  
P(216) 523-5000  
F(216) 523-4815

Deco Industries, Inc.  
6980 N. Teutonia Avenue  
Milwaukee, WI 53209  
David De Ruyter  
P(414) 241-6080  
F(414) 241-6086

Falk Corp.  
3001 West Canal  
Milwaukee, WI 53208  
Jack Habrat  
P(414) 937-4369  
F(414) 937-4156  
Ken Fries  
P(414) 937-4371

Gardner Manufacturing  
1201 W. Lake  
Horicon, WI 53032  
Steve Wielock  
P(414) 485-4303  
F(414) 485-4370

G.B. Lewis Systems  
n/k/a Molded Product Div.  
c/o Menasha Corporation  
1645 Bergstrom Road  
P.O. Box 367  
Neenah, WI 54957-0367  
David A. Munn  
P (414) 751-1589  
F (414) 751-1236

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143 Water Street  
West Bend, WI 53095-0179  
Laurence M. Schwartz  
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P(414) 334-9461  
F(414) 334-1565

Green Giant Co.  
Div. of The Pillsbury Co.  
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F(612) 330-8893

Harnischfeger Corporation  
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Michael J. Radcliffe  
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P(414) 797-6887  
F(414) 797-6735

Heil Company  
205 Bishops Way  
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Brookfield, WI 53005  
James E. Hammis  
P(414) 789-5515  
P(414) 789-5500  
F(414) 789-5508

Imprex, Inc.  
3260 S. 108th Street  
Milwaukee, WI 53227  
Tim W. Juday  
Mike Janowiak  
P(414) 786-0150  
P(414) 321-9300  
F(414)

Inryco  
Inland Steel Industries  
30 W. Monroe Street  
Chicago, IL 60603  
Joan Oney  
P(312) 899-3138  
F(312) 899-3214

Intermatic, Inc.  
Intermatic Plaza  
7777 Winn Road  
Spring Grove, IL 60081-9698  
P(312) 282-7300  
P(815) 675-2112  
F(815) 675-2112

J.I. Case Company  
700 State Street  
Racine, WI 53404  
Daniel A. Dupri  
P(312) 372-0770  
F(312) 372-9818

John Deere  
Administrative Center  
John Deere Road  
Moline, IL 61265  
Kathleen Gibson, Esq.  
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F(309) 765-5892

Deere Horicon Works  
400 N. Vine  
Horicon, WI  
O. Jerry Waters  
P(414) 485-5584  
F(414) 485-5102

Kettle Moraine Coatings, Inc.  
501 N. Center St.  
P.O. Box 46  
Jackson, WI 53037  
A. John Heyer  
P(414) 677-2291  
F(414) 677-4941

Koehring-Husco Division  
c/o Husco Industries  
W239 N218 Pewaukee Road  
Waukesha, WI 53186

Krueger Metal Products, Inc.  
Krueger International, Inc.  
1330 Bellevue St.  
Green Bay, WI 54302  
Tom Laubacher  
P(414) 468-8100  
F(414) 468-2713

Louis Allis  
Division of Magnetek Inc.  
427 E. Stewart St.  
P.O. Box 2020  
Milwaukee, WI 53201-2020  
Stuart Gock  
P(414) 481-6000  
F(414) 481-8895

Manitowoc Engineering Co.  
Div. of The Manitowoc Co., Inc.  
500 S. 16th St.  
P.O. Box 66  
Manitowoc, WI 54220  
Frank E. Stevens  
P(414) 683-6558  
F(414) 683-6380

Manitowoc Equipment Works  
Div. of The Manitowoc Co., Inc.  
500 S. 16th St.  
P.O. Box 66  
Manitowoc, WI 54220

Maysteel Corp.  
800 Horicon St.  
P.O. Box 8  
Mayville, WI 53050  
John Shulman  
P(414) 387-5000  
F(414) 387-3600

Mayville Engineering Co., Inc.  
715 South Street  
P.O. Box 267  
Mayville, WI 53050  
Donald Raube  
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F(414) 387-2682

Mayville Metal Products  
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Mayville, WI 53050  
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P(414) 382-3000  
F(414) 387-3497

McGraw Edison Company  
c/o Cooper Industries, Inc.  
P.O. Box 4446  
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Houston, TX 77210  
Mark J. Airola  
Environmental Counsel  
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P(713) 739-5541  
F(713) 739-5882

cc: Cooper Power Systems-  
Distribution Transformers  
1900 E. North Street  
Waukesha, WI 53188-3899  
Steve Roberts  
P(414) 547-1251  
F(414) 524-4571

Mercury Marine  
n/k/a Brunswick Marine Power  
W6250 West Pioneer Road  
P.O. Box 1939  
Fond Du Lac, WI 54935-1939  
Thomas C. Baumgartner  
P(414) 929-5379  
F(414) 929-5060

Metalfab Inc.  
401 Madison Street  
Beaver Dam, WI 53916  
Norb Ebert  
P(414) 885-3381  
F(414) 885-3381 x. 274 (dial direct)

Milsco Manufacturing Co.  
9009 N. 51st Street  
P.O. Box 23176  
Milwaukee, WI 53223  
Daniel J. Driscoll  
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F(414) 354-0508

Muza Metal Products Corp.  
606 E. Murdock Avenue  
P.O. Box 707  
Oshkosh, WI 54901  
Leo Muza  
Robert Brehm  
Mary Ann Treadwell  
P(414) 235-4963  
F(414) 236-3520

Paragon Electric Company, Inc.  
606 Parkway Blvd.  
P.O. Box 28  
Two Rivers, WI 54241  
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F(414) 793-3736

Pierce Manufacturing  
2600 American Drive  
Appleton, WI 54915  
Larry Boehm  
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P(414) 832-3000  
F(414) 832-3091

Plastic Coating Corp.  
3465 W. Mill Rd.  
P.O. Box 09027  
Milwaukee, WI 53209  
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F (414) 352-7514

Rexnord Corp.  
4695 W. Greenfield Avenue  
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New York, N.Y. 10166  
Jeffery H. Teitel, Esq.  
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Super Steel Products Corporation  
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Milwaukee, WI 53223  
Paul Krueger  
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F(414) 355-0372

Twin City Metalseal Inc.  
825 11th Avenue, S.E.  
Minneapolis, MN 55414  
John E. Lamere  
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F(612) 331-1676

Utility Products  
c/o Reliance Comm/Tec Corp.  
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Cleveland, OH 44124-8020  
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F(216) 266-1915

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Hustisford, WI 53034  
Dean Carlson  
Bob Meyer  
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F(414) 349-3487

Watertown Metal Products  
1215 N. 62nd Street  
Wauwatosa, WI 53213  
P(414)  
F(414)

Wells Manufacturing Corp.  
26 S. Brooke St.  
P.O. Box 70  
Fond Du Lac, WI 54935-0070  
T. H. Santy  
P(414) 922-5900  
F(414) 922-3585



Wenthe-Davidson Engineering Co.

West Bend Company  
c/o Premark International Inc.  
1717 Deerfield Road  
Deerfield, IL 60015  
Gregory J. Mancuso  
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F(708) 405-6013

Western Industries  
c/o Wright Metal Processors Division  
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Milwaukee, WI 53209  
P(414) 263-1144  
F(414) 263-2433

Wieland and Tanner  
N29 W22930  
Marjean Lane  
Waukesha, WI 53186  
Thomas A. Wieland  
Joan Wieland  
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Wright Metal Processors Division  
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Milwaukee, WI 53209  
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